

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-085**

Lancaster County, Nebraska; the Public Building Commission; and the City of Lincoln, Nebraska (hereinafter referred to as "Owners") intend to enter into contracts and invite you to submit a sealed bid for:

**UNIT PRICE CONSTRUCTION CONTRACT  
FOR  
MISCELLANEOUS FENCING SERVICES**

**MEETING OR EXCEEDING OWNERS' SPECIFICATIONS**

Sealed bids will be received by the Owners on or before 12:00 noon Central Time, **Wednesday, March 15, 2006**, in the office of the Purchasing Agent, "K" Street Complex, South West Wing, Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be examined at:

City of Lincoln Purchasing Division, 440 So. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508  
Lincoln Builders Bureau, 5910 So. 58<sup>th</sup> St., Ste. C, Lincoln, NE 68516  
Omaha Builders Exchange, 4255 So. 94<sup>th</sup> St., Omaha, NE 68127  
F.W.Dodge Corporation, 11422 Miracle Hills Dr., Omaha, NE 68127  
Construction Market Data, 10665 Bedford, Ste. 105, Omaha, NE 68164  
Dodge-Scan, 5700 Broadmoor, Ste. 100, Mission, KS 66202

Copies of the specifications and plans may be obtained from City-County Purchasing, 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, Nebraska 68508, telephone no. (402) 441-7416, or you can also download this specification on our web site at <http://www.lincoln.ne.gov/city/finance/purch/index.htm> Under Bidding Opportunities and Awards.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

**PROPOSAL FOR  
UNIT PRICE CONSTRUCTION CONTRACT  
FOR MISCELLANEOUS FENCING SERVICES  
Specification 06-085**

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

A. **LABOR RATES:** Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1. First Fencing Crew with Truck & basic tools \$\_\_\_\_\_ per hour

A.2. Second Fencing Crew with Truck & basic tools \$\_\_\_\_\_ per hour

A.3. Third Fencing Crew with Truck & basic tools \$\_\_\_\_\_ per hour

B. **MATERIAL:** Invoice cost of materials including associated freight.

C. **EQUIPMENT:** Shall be a lump sum not to exceed price, be job specific and be agreed to by the department/agency representative at the start of each individual job.

D. **OVERHEAD AND PROFIT:**

D.1. Overhead and profit of Item B (Material) excluding freight \_\_\_\_\_%

D.2. Overhead and profit of Item C (Equipment) \_\_\_\_\_%

D.3. Overhead and profit of all subcontractor costs \_\_\_\_\_%

**These Unit Price Proposals are offered by \_\_\_\_\_, hereinafter referred to as the Bidder,**

A corporation organized and existing under the laws of the state of \_\_\_\_\_.

A partnership doing business as \_\_\_\_\_.

An individual doing business as \_\_\_\_\_.

**Addenda:** Bidder has received Addenda Nos. \_\_\_\_\_, and has included their provisions in this bid.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_YES \_\_\_\_NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-085**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**INSTRUCTIONS TO BIDDERS**  
**COUNTY OF LANCASTER, PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

**2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) upon approval by the Owners of the executed contract.
- 2.5 Owners shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  1. A contract has been executed.
  2. The specified time has elapsed so that the bids may be withdrawn.
  3. All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, if the bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the bidder fails to provide insurance within the time period as established in this specification document.

**3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the Owners harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

**5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the Owners; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the Owners to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BID EVALUATION AND AWARD**

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the Owners, and as the Owners deems will best serve their requirements.

- 10.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the Owners.

## **11. INDEMNIFICATION**

- 11.1 The bidder shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIFICATIONS FOR  
UNIT PRICE CONSTRUCTION CONTRACT FOR  
MISCELLANEOUS FENCING SERVICES  
PROJECT INFORMATION**

**1. SCOPE OF CONTRACT**

- 1.1 Lancaster County, Nebraska; the Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous painting services for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the Owners and the Contractor.
- 1.3 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contracts is approximately **\$168,000.00**.
  - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
  - 1.3.2 The Purchasing Division will require a \$25,000.00 Performance Bond from each Contractor for the duration of the Contract.
  - 1.3.3 A copy of the Unit Price Service Contract Instructions is included.
- 1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the total hourly rate shown on the Unit Price Proposal form.
- 1.5 No adjustments in labor rates or overhead & profit percentages being bid will be allowed on work awarded during the annual contract period. Any future fluctuation in the labor market and/or overhead and profit calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, **May 1, 2006, through April 30, 2007**; with options to renew for two (2) additional one-year terms beginning May 2007.

**2. CONTRACT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming Lancaster County, the Public Building Commission or the City of Lincoln as additional insured.

**3. BIDDING PROCEDURE AND AWARD OF CONTRACTS**

- 3.1 Bidding Procedure
  - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
  - 3.1.2 The following documents must be submitted as your bid:
    - 3.1.2.1 Completed and signed Unit Price Proposal Form
    - 3.1.2.2 Copies of applicable Registration Certificate issued by the City of Lincoln.
    - 3.1.2.3 Qualifications statement.
    - 3.1.2.4 List of references.
    - 3.1.2.5 Bid security in the amount of \$1,000.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
  - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
    - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
    - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
    - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
    - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
    - 3.2.1.5 Quality of the bidder's performance of previous work.
    - 3.2.1.6 Cost of the Unit Price Proposal
    - 3.2.1.7 Any other information deemed relevant to the contract by the Owners.

- 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 3.2.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 3.2.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

**4. BIDDER QUALIFICATIONS**

- 4.1 Bidders must be registered in accordance with the Lincoln Municipal Code, as follows:
  - 4.1.1 Electricians: LMC Chapter 23.10
  - 4.1.2 Plumbers: LMC Chapter 24.10
  - 4.1.3 HVAC Contractors: LMC Chapter 25.02
- 4.2 Bidders shall submit a qualifications statement and a list of references for similar projects with their bidding documents.
  - 4.2.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years are required to be submitted with your proposal form.
  - 4.2.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.

**UNIT PRICE CONSTRUCTION CONTRACT  
FOR MISCELLANEOUS FENCING SERVICES**

THIS CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_, hereinafter referred to as "Contractor"; and Lancaster County Nebraska; the Public Building Commission; the City of Lincoln, Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners have caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owners in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owners in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.
  - A. The Contractor agrees to provide the above referenced construction services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
  - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1<sup>ST</sup> day of May, 2006, through the 30th day of April, 2007, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
  - A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
  - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the Owners will undertake a separate bid process for such project.
4. Termination.
  - A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
  - B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

- C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
- A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. General Conditions. The City of Lincoln General Conditions, Reissued March 5, 1999, attached; and the City of Lincoln Standard Specifications For Municipal Construction are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The Owners reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
12. Indemnification.
- A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.

13. Applicable Laws and Permits.
  - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
  - C. All permits required by the Owners for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. Owners's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Warranty. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty for materials and workmanship.
16. Contract Bonds.
  - A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
17. Exempt Sales Certificate.
  - A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
  - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
  - A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
  - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
  - C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
  - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
20. Use of Subcontractors. The Owners recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
  - A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.

- B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
  - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
22. Invoices.
- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
  - B. Each project shall be invoiced separately.
  - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
  - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

## Lancaster County, Nebraska

Contract Approved as to Form:

County of Lancaster, Nebraska

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

## Public Building Commission

Attest:

\_\_\_\_\_  
Lancaster County Clerk

\_\_\_\_\_  
Chairperson, Public Building Commission

## City of Lincoln, Nebraska

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Contractor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
Title

**INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS  
LANCASTER COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA**

**OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- B. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**SCHEDULE A**  
**CURRENT CODES IN USE RELATING TO**  
**CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN**  
**AUGUST 1, 1999**

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments  Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code

Ground Snow Load: 30 lbs. Sq.Ft.

Seismic Zone: Undetermined

Wind Load: 25 lbs. Sq.Ft.

Exposure C

Wind Resistance: 80 m.p.h.

\* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

**SCHEDULE B  
DEPARTMENTAL/AGENCY REPRESENTATIVES**

Lincoln City Libraries  
Gary Meier, Bldg. & Grounds Superintendent  
14<sup>th</sup> & N Streets  
Lincoln, NE 68508  
441-8555, cellular 430-8129

Parks & Recreation Department  
Jerry Shorney, Superintendent of Parks/Operations  
2740 A Street  
Lincoln, NE 68502  
441-8259

StarTran  
Glenn Knust, Maintenance Superintendent  
710 J Street  
Lincoln, NE 68508  
441-8317

Public Works, Parking garages & Lots  
Ken Smith, Administrator  
555 S 10<sup>th</sup> Street  
Lincoln, NE 68508  
441-6097

Public Works & Utilities, Water Pollution Control  
Steve Crisler, Asst. Superintendent/Maintenance  
2400 Theresa Street  
Lincoln, NE 68521  
441-7966

City/County Property Management  
Fred Little, Plant Operations Manager  
920 O Street, Ste. 203  
Lincoln, Ne 68508  
441-7355, cellular 432-8526

Lancaster Manor  
Jerry Allen, Director of Maintenance  
1001 South Street  
Lincoln, Ne 68502  
441-7101, ext. 264

Police Garage  
Pat Wenzl, Manager  
635 J Street  
Lincoln, NE 68508  
441-7691

Lincoln Fire Department  
John Huff, Assistant Chief of Administrative Services  
1801 Q Street  
Lincoln, NE 68508  
441-8354

Lincoln Water System  
John Miriovsky, Superintendent of Operations  
2021 N 27<sup>th</sup> Street  
Lincoln, NE 68503  
441-7571

Public Works, Street & Traffic Operations  
Bill Nass, Maintenance Coordinator  
901 N 6<sup>th</sup> Street  
Lincoln, NE 68508  
44-7701

Public Works & Utilities, Solid Waste Operations  
Karla Welding, Superintendent  
6001 Bluff Road  
Lincoln, NE  
441-7867

Lancaster County Engineer  
Virgil Dearmont, Bridge Division Head  
444 Cherrycreek Road, Bldg. B  
Lincoln, NE 68528  
441-7681

Lancaster County Corrections  
Robert Jarrett, Maintenance & Construction Mgr.  
4420 N.W. 41<sup>st</sup> Street  
Lincoln, NE 68524  
441-7140

## **Unit Price Service Contracts Instructions**

The City/County Purchasing Division has established “unit price” bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:
  - 1.1 **Unit Price Contract:** This series of contracts for routine maintenance, repair and /or remodel with the Owners for labor and material projects equal to or less than \$25,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a \$25,000 performance bond from each contractor for the duration of the contract. During the course of the contract period (which is one year with two each one year renewal options), any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under \$25,000. In addition, for contracts over \$5,000, involving the repair of any public building or other public structure or improvement, and to which the general provisions of the mechanics’ lien laws do not apply, a payment bond in the project estimate amount shall be provided. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.
  - 1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.
  - 1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.
  - 1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND LIMITED REMODELING THAT TOTAL **no more than** \$25,000 FOR THE ENTIRE PROJECT. Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear and minor remodeling to improve the regular compliance for the facility.
  - 1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission, Nebraska.

- 1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.
- 1.6 **Project:** The Unit Price Contracts are restricted to projects for \$25,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.
- 1.7 **Quotation:** A proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work. May be verbal for small projects (under \$5,000) and written for projects \$5,000 and over.

## 2. **SELECTION POLICIES AND PROCEDURES:**

- 2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for maintenance and repair services with a total project cost of \$25,000 or under.
- 2.1.1 0 to \$5,000: Verbal quote obtained from approved unit price contractor(s).
- 2.1.2 \$5,001 to \$9,999: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors.
- 2.1.3 \$10,000 to \$25,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors, and a notice of approval from the Purchasing Division. (See link on Unit Price Contract page for this form)
- 2.2 **Right to Audit:** The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
- 2.2.1 Project is over \$25,000
- 2.2.2 Project was subdivided into small phases to avoid the \$25,000 Project limit
- 2.2.3 If proper documentation has not been retained by the Project Manager.
- 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.

Instruction reviewed by City Law Department August 2005

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CITY OF LINCOLN, NEBRASKA

**UNIT PRICE QUOTATION**

FENCING SERVICES, Spec. 06-085

Date: \_\_\_\_\_

**TO DEPARTMENT/AGENCY REPRESENTATIVE:**

**FROM (CONTRACTOR):**

**PROJECT NUMBER:**

**PROJECT DESCRIPTION:**

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

**TIME OF COMPLETION**

Estimated Start Date	
Number of Days to Complete	

**LABOR COST TABLE**

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
First Fencing Crew w/truck & basic tools			
Second Fencing Crew w/truck & basic tools			
Third Fencing Crew w/truck & basic tools			
Other			
<b>TOTAL LABOR</b>			

**EQUIPMENT AND MATERIAL COSTS**

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

**O. & P. ON SUBCONTRACTORS COSTS**

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

**TOTAL PRICE (NOT TO EXCEED)**

\$	
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**FIRM:**

**BY:**

**ADDRESS:**

**PHONE**

Change Order #: \_\_\_\_\_

Accepted: \_\_\_\_\_

Not Accepted: \_\_\_\_\_

**APPROVED BY:**

Department/Agency Representative

**DATE:**